

**UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA
PHILADELPHIA DIVISION**

In re: Malika S. Jones, Debtor , Wilmington Savings Fund Society, FSB, d/b/a Christiana Trust, not individually but as trustee for Pretium Mortgage Acquisition Trust, Movant, v. Malika S. Jones, Debtor/Respondent, William C. Miller, Esquire Trustee/Respondent	Bankruptcy No. 19-11278-amc Chapter 13 Hearing Date: July 28, 2020
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STIPULATION RESOLVING MOTION FOR RELIEF FROM STAY

Secured creditor, Wilmington Savings Fund Society, FSB, d/b/a Christiana Trust, not individually but as trustee for Pretium Mortgage Acquisition Trust, and Debtor, Malika S. Jones (“Debtor”), by and through their respective attorneys, hereby stipulate as follows:

I. BACKGROUND:

1. On April 30, 2007, Malika S. Jones (“Debtor”) executed and delivered a Promissory Note (“Note”) and a Mortgage (“Mortgage”) securing payment of the Note in the amount of \$89,900.00.
2. The Mortgage was recorded on May 4, 2007, with the Philadelphia County Recorder of Deeds.
3. The Mortgage was secured as a lien against the property located in Philadelphia County commonly known as 5946 Cedar Avenue, Philadelphia, Pennsylvania 19143 (the “Property”).
4. A loan modification was entered into on October 14, 2015, creating a new principal balance of \$141,736.86. The Note and Mortgage were lastly assigned to Wilmington Savings Fund

Society, FSB, d/b/a Christiana Trust, not individually but as trustee for Pretium Mortgage Acquisition Trust.

5. Debtor has defaulted under the post-petition terms of the Note and Mortgage by failing to make the monthly payments of principal, interest and escrow each in the amount of \$706.69, which became due on December 1, 2019, January 1, 2020, February 1, 2020, March 1, 2020, April 1, 2020, May 1, 2020, June 1, 2020, July 1, 2020, and August 1, 2020.
6. Thus, Debtor's post-petition arrearage currently totals the sum of \$6,225.27, (as there is \$134.94, in suspense).
7. Debtor further acknowledges that additional payments of principal, interest and escrow currently in the amount of \$706.69, per month shall become due under the Note and Mortgage on the 1st day of each successive month, beginning September 1, 2020, until the Note is paid in full. Debtor acknowledges that the monthly payment is subject to change and is responsible for same.
8. Wilmington Savings Fund Society, FSB, d/b/a Christiana Trust, not individually but as trustee for Pretium Mortgage Acquisition Trust and Debtor desire to resolve Debtor's post-petition arrearage in accordance with the set forth terms below:

II. STIPULATION FOR RELIEF FROM STAY

1. Debtor confirms and acknowledges his obligations to Wilmington Savings Fund Society, FSB, d/b/a Christiana Trust, not individually but as trustee for Pretium Mortgage Acquisition Trust under the Note and Mortgage.
2. Debtor further confirms and acknowledges his failure to make the post-petition payments of principal, interest and escrow in the amount of post-petition arrearage as set forth above in paragraphs 5 and 6.

3. Debtor further confirms and acknowledges his obligations to make the regular post-petition payments of principal and interest going forward from September 1, 2020, as set forth above in paragraph 7.
4. Debtor agrees to become current on his post-petition obligations to Wilmington Savings Fund Society, FSB, d/b/a Christiana Trust, not individually but as trustee for Pretium Mortgage Acquisition Trust by amending the Chapter 13 Plan to include \$6,225.27 to be disbursed to Wilmington Savings Fund Society, FSB, d/b/a Christiana Trust, not individually but as trustee for Pretium Mortgage Acquisition Trust to cure the post-petition arrearage. The Amended Chapter 13 Plan shall be filed within thirty (30) days of the entry of this order.
5. Debtor further agrees to continue to make his regular post-petition payment of principal and interest in the amount of \$706.69, (Debtor's acknowledges that the monthly payment is subject to change) which shall become due on the 1st day of each month beginning on September 1, 2020, until his obligation to Wilmington Savings Fund Society, FSB, d/b/a Christiana Trust, not individually but as trustee for Pretium Mortgage Acquisition Trust, its successors and/or assignees under the Note is paid in full.
6. In the event that Debtor converts to a Chapter 7 during the pendency of this Bankruptcy case, the Debtor shall cure the pre-petition and post-petition arrears within ten (10) days from date of conversion. Should the Debtor fail to cure the arrearage, Wilmington Savings Fund Society, FSB, d/b/a Christiana Trust, not individually but as trustee for Pretium Mortgage Acquisition Trust will send Debtor's counsel a written notification of default of this Stipulation. If the default is not cured within fifteen (15) days of the notice, Wilmington Savings Fund Society, FSB, d/b/a Christiana Trust, not individually

but as trustee for Pretium Mortgage Acquisition Trust may file a Certification of Default with the Court and the Court shall enter an Order granting relief from the Automatic Stay.

7. In the event the Debtor should default on his obligations under this Stipulation by failing to make cure payments as set forth above in paragraph 5 and/or tender in full any of the payments described in paragraph 6, on or before the dates on which they are due, then Wilmington Savings Fund Society, FSB, d/b/a Christiana Trust, not individually but as trustee for Pretium Mortgage Acquisition Trust, its successors and/or assigns shall serve Debtor's Attorney by fax, e-mail and/or regular mail, with written notification of default. In the event that Debtor fails to cure the default within fifteen (15) days of the date of the written notification, then, Wilmington Savings Fund Society, FSB, d/b/a Christiana Trust, not individually but as trustee for Pretium Mortgage Acquisition Trust may file a Certification of Default with the Court and the Court shall enter an Order granting relief from the Automatic Stay, where upon Wilmington Savings Fund Society, FSB, d/b/a Christiana Trust, not individually but as trustee for Pretium Mortgage Acquisition Trust or its assignee or successors may exercise its rights against the Mortgaged Property under the terms of this Stipulation without further notice to Debtor or the Order of this Court.
8. Additionally, Debtor agrees that he is not permitted more than two (2) defaults from the date of the Stipulation. Debtor agrees that if he defaults under the terms of this Stipulation more than two (2) times, then, without any further notice, Wilmington Savings Fund Society, FSB, d/b/a Christiana Trust, not individually but as trustee for Pretium Mortgage Acquisition Trust, its successors and/or assigns may file a Certification of Default with the Court and the Court shall enter an Order granting relief from the Automatic Stay, where upon Wilmington Savings Fund Society, FSB, d/b/a Christiana

Trust, not individually but as trustee for Pretium Mortgage Acquisition Trust, its successors and/or assigns may exercise its rights against the Mortgaged Property under the terms of this Stipulation.

9. Neither Wilmington Savings Fund Society, FSB, d/b/a Christiana Trust, not individually but as trustee for Pretium Mortgage Acquisition Trust's consent to this Stipulation nor Wilmington Savings Fund Society, FSB, d/b/a Christiana Trust, not individually but as trustee for Pretium Mortgage Acquisition Trust's acceptance of any payments tendered by Debtor shall be construed as a waiver of Wilmington Savings Fund Society, FSB, d/b/a Christiana Trust, not individually but as trustee for Pretium Mortgage Acquisition Trust's right to proceed with or commence a foreclosure other legal action against Debtor under this Stipulation; however, Wilmington Savings Fund Society, FSB, d/b/a Christiana Trust, not individually but as trustee for Pretium Mortgage Acquisition Trust agrees to credit Debtor's account for any payments made by Debtor in accordance with this Stipulation, the Note and/or Mortgage.
10. This Stipulation may only be modified by a revised Stipulation filed on the docket in the Bankruptcy. No oral modifications are permitted and any allegation that the Stipulation was modified orally will be disregarded as evidence. No written modifications are permitted, except for a revised Stipulation filed on the docket in the Bankruptcy.
11. Debtor hereby certifies and confirms that he has reviewed the terms of the Stipulation with his Counsel that Debtor understands and is in agreement with the terms of this Stipulation, and that counsel has been authorized by Debtor to sign this Stipulation on his behalf.

IT IS HEREBY STIPULATED:

By: /s/ Charles G. Wohlrab

Date: 08/21/2020

Charles G. Wohlrab

Robertson, Anschutz, Schneid & Crane, LLC

PA I.D. 314532

10700 Abbott's Bridge Rd., Suite 170

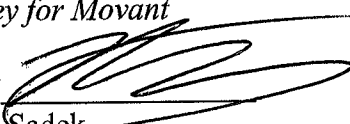
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Attorney for Movant

By: /s/ 

Brad J. Sadek

PA I.D. 90488

Sadek and Cooper

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Philadelphia, PA 19107

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Email: brad@sadeklaw.com

Attorney for Debtor

Date: 8/19/2020

By: /s/ Jack Miller

Date: 08/24/2020

WILLIAM C. MILLER, Esq.

No objection to stipulation

P.O. Box 1229

Philadelphia, PA 19105

Telephone: 215-627-1377

Chapter 13 Trustee

**UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA
PHILADELPHIA DIVISION**

In re: Malika S. Jones, Debtor , Wilmington Savings Fund Society, FSB, d/b/a Christiana Trust, not individually but as trustee for Pretium Mortgage Acquisition Trust, Movant, v. Malika S. Jones, Debtor/Respondent, William C. Miller, Esquire Trustee/Respondent	Bankruptcy No. 19-11278-amc Chapter 13
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Certificate of Service

I, the undersigned, certify under penalty of perjury that I am, and at all times hereinafter mentioned, was more than 18 years of age, that on August 28, 2020, I served a copy of the Stipulation Resolving Motion for Relief from Stay by first class U.S. Mail, postage prepaid or electronic mail at the following addresses:

Brad J. Sadek
Sadek and Cooper
1315 Walnut Street, Suite 502
Philadelphia, PA 19107

Malika S. Jones
5946 Cedar Avenue
Philadelphia, PA 19143

William C. Miller, Esq.
Chapter 13 Trustee

P.O. Box 1229
Philadelphia, PA 19105

United States Trustee
Office of the U.S. Trustee
200 Chestnut Street, Suite 502
Philadelphia, PA 19106

By: /s/ Charles G. Wohlrab
Charles G. Wohlrab
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